

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

J.C., a minor child, K.P., a minor child,
ANESSA CAMERON, an individual,
IAN PICKETT and KHALIA
PICKETT, husband and wife, both
individually and on behalf of their minor
children,

Plaintiffs,

v.

TEMPORARY HOUSING, INC., d/b/a
CRS TEMPORARY HOUSING,

Defendant.

Case No. 2:21-CV-0174-TOR

STIPULATED PROTECTIVE
ORDER

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with Federal Rule of Civil Procedure 26(c). It does not confer blanket protection on all disclosures or responses to discovery; the

1 protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable
3 legal principles, and it does not presumptively entitle parties to file confidential
4 information under seal.

5 **II. “CONFIDENTIAL” MATERIAL**

6 “Confidential” material may include such documents as a party designates
7 confidential as provided herein. It is anticipated Plaintiffs may designate the
8 following information as confidential:

- 9 1. Plaintiffs’ financial records;
- 10 2. Plaintiffs’ medical records.

11 It is anticipated that Defendant may designate the following information as
12 confidential:

- 13 3. Information related to defendant’s internal policies and practices,
14 including training practices and procedures;
- 15 4. Defendant’s proprietary business information, including financial and
16 client information;
- 17 5. Defendant’s contracts, communications, agreements with persons and
18 entities other than the plaintiffs in this matter;
- 19 6. Defendant’s employees’ information;
- 20 7. Any and all outside business consulting reports or communications
21 not related to the services provided to the plaintiffs in this case;

22 The listing of specific types of documents is not an admission that such
23 documents are relevant to this case, that such are otherwise subject to discovery or
24 admissible in evidence, or that such are actually confidential. Such listing simply
25 indicates that if such production is required, it will be done pursuant to the terms of
26 this Protective Order.

1 **IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2 4.1 Basic Principles. A receiving party may use confidential material that
3 is disclosed or produced by another party or by a non-party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation.

5 Confidential Material shall not be used for any business or any other purpose
6 whatsoever, and shall not be given, shown, made available, or communicated in
7 any way to anyone except those specified in this agreement, below in subparagraph

8 4.2. Confidential material may be disclosed only to the categories of persons and
9 under the conditions described in this agreement. Confidential material must be
10 stored and maintained by a receiving party at a location and in a secure manner that
11 ensures that access is limited to the persons authorized under this agreement.

12 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the designating party, a
14 receiving party may disclose any confidential material only to:

15 (a) the receiving party’s counsel of record in this action, as well as
16 employees of counsel to whom it is reasonably necessary to disclose the
17 information for this litigation;

18 (b) the officers, directors, and employees (including in house counsel) of
19 the receiving party to whom disclosure is reasonably necessary for this litigation,
20 unless the parties agree that a particular document or material produced is for
21 Attorney’s Eyes Only and is so designated;

22 (c) former partners, employees, officers, or agents of the parties who
23 counsel, in good faith, requires to provide assistance in the conduct of this lawsuit
24 and who have signed the “Acknowledgement and Agreement to Be Bound”
25 (Exhibit A);

26 (d) experts and consultants to whom disclosure is reasonably necessary

1 for this litigation and who have signed the “Acknowledgment and Agreement to
2 Be Bound” (Exhibit A);

3 (e) the court, court personnel, and court reporters and their staff;

4 (f) copy or imaging services retained by counsel to assist in the
5 duplication of confidential material, provided that counsel for the party retaining
6 the copy or imaging service instructs the service not to disclose any confidential
7 material to third parties and to immediately return all originals and copies of any
8 confidential material;

9 (g) during their depositions or while providing other sworn testimony,
10 witnesses in the action to whom disclosure is reasonably necessary and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
12 otherwise agreed by the designating party or ordered by the court provided,
13 however, that a party may use Confidential Material at a deposition or court
14 proceeding of a deponent or witness who has not already signed the certification in
15 the form of Exhibit A hereto, in which case, the Party’s obligation shall be to ask
16 that the deponent or witness sign the certification, but the Party’s right to proceed
17 with the deposition or court proceeding shall not depend on the deponent’s or
18 witness’s willingness to do so. In the event a deponent or witness being shown
19 Confidential Material refuses to sign the certification, the deponent or witness shall
20 not be permitted to retain, reproduce, or copy all or any part of the Confidential
21 Material. Pages of transcribed deposition testimony or exhibits to depositions that
22 reveal confidential material must be designated as such according to ¶5.2 below ,
23 shall be separately bound by the court reporter, and may not be disclosed to
24 anyone except as permitted under this agreement;

25 (h) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

(i) court reporters who take and transcribe testimony for use in this lawsuit;

(j) persons or entities to whom a party has a contractual, legal, or regulatory obligation to provide Confidential Material, including insurers, reinsurers, reinsurance intermediaries, retrocessionaries, regulators, retrocessionary accountants, and auditors of any Party who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(k) any person agreed to in writing by all parties or allowed by the Court.

(l) Counsel for each party to this lawsuit shall be responsible for maintaining copies of acknowledgements signed by those people to whom that party or his or her agents, employees, consultants, or counsel make available Confidential Material.

4.3 Filing Confidential Material.

(a) Documents containing Confidential Material of any party shall not be filed with the Court unless necessary for purposes of trial or motion practice, including without limitation, motions for preliminary injunction or summary judgment, discovery related motions, or other Court matters.

(b) Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a stipulation and proposed order is warranted. If the parties are unable to come to an agreement on the designation of material, the filing party will file the pleading with the designated material under seal, pursuant to the Eastern District of Washington’s *Procedures for the Filing of Sealed and Ex Parte Documents For Civil Cases*

(https://www.waed.uscourts.gov/sites/default/files/electronic_how/Sealed_Handout

1 [for Civil Cases-20201002.pdf](#)), unless otherwise directed by the Court.

2 (c) The Clerk of the Court is directed to maintain under seal all
3 documents and transcripts of deposition testimony filed with this Court in this
4 litigation by any party which are, in whole or in part, designated as Confidential
5 Material, including all pleadings, deposition transcripts, exhibits, discovery
6 responses, or memoranda purporting to reproduce or paraphrase such information,
7 PROVIDED that such documents are ordered sealed by the Court or are the subject
8 of a pending motion to seal. The party filing such material shall designate to the
9 Clerk that all or a designated portion thereof is subject to this Order and is to be
10 kept under seal. A complete, unredacted set of documents filed under seal shall be
11 provided by the filing party to opposing counsel the same day the documents are
12 filed, to the extent counsel is otherwise entitled to review the redacted portions.

13 **V. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

15 Each party or non-party that designates information or items for protection under
16 this agreement must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The designating party must designate for
18 protection only those parts of material, documents, items, or oral or written
19 communications that qualify, so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept
21 unjustifiably within the ambit of this agreement.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (*e.g.*, to unnecessarily encumber or delay the case development process or
25 to impose unnecessary expenses and burdens on other parties) expose the
26 designating party to sanctions.

1 If it comes to a designating party's attention that information or items that it
 2 designated for protection do not qualify for protection, the designating party must
 3 promptly notify all other parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
 5 this agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as
 6 otherwise stipulated or ordered, disclosure or discovery material that qualifies for
 7 protection under this agreement must be clearly so designated before or when the
 8 material is disclosed or produced.

9 (a) Information in documentary form: (*e.g.*, paper, or electronic
 10 documents and deposition exhibits, but excluding transcripts of depositions or
 11 other pretrial or trial proceedings), the designating party must affix the word
 12 "CONFIDENTIAL" to each page that contains confidential material. If only a
 13 portion or portions of the material on a page qualifies for protection, the producing
 14 party also must clearly identify the protected portion(s) (*e.g.*, by making
 15 appropriate markings in the margins).

16 (b) Interrogatories or requests for production or admission: the parties
 17 must designate portions as Confidential Material by means of a statement at the
 18 conclusion of such responses specifying the responses or parts thereof that are
 19 designated as Confidential Material. The Legend "CONFIDENTIAL – SUBJECT
 20 TO PROTECTIVE ORDER" shall be placed, stamped, or otherwise affixed on
 21 each page of any set of responses to interrogatories or requests for production or
 22 admission that contain Confidential Material.

23 (c) Testimony given in deposition or in other pretrial proceedings: the
 24 parties and any participating non-parties must identify on the record, during the
 25 deposition or other pretrial proceeding, all protected testimony, without prejudice
 26 to their right to so designate other testimony after reviewing the transcript. Any

1 party or non-party may, within fifteen days after receiving the transcript of the
2 deposition or other pretrial proceeding, designate portions of the transcript, or
3 exhibits thereto, as confidential. The party designating portions of the transcript as
4 confidential must direct the court reporter to mark such portions as
5 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” If no designation is
6 made by a statement to such effect on the record during the course of the
7 deposition or within thirty (30) days after counsel’s receipt of the deposition
8 transcript, the transcript shall be considered not to contain any Confidential
9 Material. Portions of the transcript and exhibits designated as containing
10 Confidential Material may only be disclosed in accordance with the terms of this
11 Protective Order. If a party or non-party desires to protect confidential information
12 at trial, the issue should be addressed during the pre-trial conference.

13 (d) Other tangible items: the producing party must affix in a prominent
14 place on the exterior of the container or containers in which the information or
15 item is stored the word “CONFIDENTIAL.” If only a portion or portions of the
16 information or item warrant protection, the producing party, to the extent
17 practicable, shall identify the protected portion(s).

18 (e) In the case of verbal communications, the designating party shall
19 designate the communication as containing Confidential Material by advising the
20 recipient orally at the time of the disclosure and in writing within ten (10) days
21 after the disclosure.

22 (f) This Agreement shall apply with equal force to all copies, notes,
23 summaries, or other compilations and recitations of Confidential Material

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the designating party’s right to secure protection under this agreement for such

1 material. Upon timely correction of a designation, the receiving party must make
2 reasonable efforts to ensure that the material is treated in accordance with the
3 provisions of this agreement.

4 (a) The designating party may subsequently designate those documents or
5 other materials as Confidential Material by notifying all parties in writing in a
6 manner which reasonably identifies the documents or other material at issue within
7 thirty (30) days after discovery of its failure to designate. The designating party
8 shall also at its own expense cause all other parties to receive new copies of any
9 such documents or other materials bearing the confidential designation in
10 accordance with the method of designation specified in Paragraph 5.2. The
11 receiving parties shall then destroy the documents or other materials originally
12 produced and replace them with new copies bearing the confidential designation.

13 (b) After service of a notice in accordance with this section claiming
14 Confidential Material was produced, no motion contesting the protected status of
15 the document or opposing a motion requesting confirmation of the protected status
16 of the document shall rely on an allegation that any protection as to the document
17 was waived by its production in this litigation, provided that: (1) the disclosure was
18 inadvertent, (2) the holder of the designating party took reasonable steps to prevent
19 disclosure, and (3) the holder took reasonable steps to rectify the error.

20 (c) To the extent any party who received such materials has disclosed the
21 materials to third parties before it received the designating party's written notice of
22 inadvertent disclosure, such party shall advise all third-party recipients that the
23 materials contain Confidential Material and are subject to a protective order, and
24 shall use its best efforts to retrieve such materials. No disclosure of such
25 information or materials shall be made once a party designates them as containing
26 Confidential Material, absent a Court order, and the terms of this Agreement shall

1 govern all such information or materials designated as Confidential Material.

2 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any party or non-party may challenge a
 4 designation of confidentiality at any time. Unless a prompt challenge to a
 5 designating party's confidentiality designation is necessary to avoid foreseeable,
 6 substantial unfairness, unnecessary economic burdens, or a significant disruption
 7 or delay of the litigation, a party does not waive its right to challenge a
 8 confidentiality designation by electing not to mount a challenge promptly after the
 9 original designation is disclosed.

10 6.2 Meet and Confer. The parties must make every attempt to resolve any
 11 dispute regarding confidential designations without court involvement. Any motion
 12 regarding confidential designations or for a protective order must include a
 13 certification, in the motion or in a declaration or affidavit, that the movant has
 14 engaged in a good faith meet and confer conference with other affected parties in
 15 an effort to resolve the dispute without court action. The certification must list the
 16 date, manner, and participants to the conference. A good faith effort to confer
 17 requires a face-to-face meeting or a telephone conference.

18 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
 19 court intervention, any party may file and serve a motion to retain or remove the
 20 confidentiality designation under Local Civil Rule 7. The burden of persuasion in
 21 any such motion shall be on the designating party. All parties shall continue to
 22 maintain the material in question as confidential until the court rules on the
 23 challenge.

24 Nothing in this order alters the substantive law regarding which material
 25 qualifies for protection.
 26

1 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL,” that party must:

6 (a) promptly notify the designating party in writing and include a copy of
7 the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this agreement. Such notification shall include a
11 copy of this agreement; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the designating party whose confidential material may be affected.

14 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
16 confidential material to any person or in any circumstance not authorized under
17 this agreement, the receiving party must immediately (a) notify in writing the
18 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve
19 all unauthorized copies of the protected material, (c) inform the person or persons
20 to whom unauthorized disclosures were made of all the terms of this agreement,
21 and (d) request that such person or persons execute the “Acknowledgment and
22 Agreement to Be Bound” that is attached hereto as Exhibit A.

23 **IX. NON-TERMINATION AND RETURN OF DOCUMENTS**

24 Except to the extent a party is required, by internal procedures, regulation, or
25 other law, to retain Confidential Material, within 60 days after the termination of
26 this action, including all appeals, upon request by the designating party, each

1 receiving party must return all confidential material to the producing party,
2 including all copies, extracts and summaries thereof. Alternatively, the parties may
3 agree upon appropriate methods of destruction.

4 Notwithstanding this provision, counsel are entitled to retain one archival
5 copy of all documents filed with the court, trial, deposition, and hearing transcripts,
6 correspondence, deposition and trial exhibits, expert reports, attorney work
7 product, and consultant and expert work product, even if such materials contain
8 confidential material.

9 The confidentiality obligations imposed by this agreement shall remain in
10 effect until a designating party agrees otherwise in writing or a court orders
11 otherwise.

12 **X. GENERAL PROVISIONS**

13 Nothing in this Agreement shall be construed as creating an obligation to
14 disclose information or documents protected by the attorney-client privilege,
15 attorney work product doctrine, or other applicable privileges or protections. No
16 Party shall be deemed to have waived any objection to the admissibility at trial of
17 any information or documents produced pursuant to this Agreement. If any
18 Confidential Material is used in any discovery or court proceeding before trial, it
19 shall not lose its confidential status solely through such use.

20 Each party represents and warrants that the individual signing this
21 Agreement on its behalf is fully authorized to sign on behalf of, and bind it.

22 **XI. MODIFICATIONS**

23 Nothing in this Order shall preclude any party from applying to the Court for
24 relief from this Order, or for additional or different protective provisions as the
25 Court may deem appropriate.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED this 10th day of May, 2022.

4
5 s/ Kathryn M. Knudsen

6 William C. Smart, WSB No. 8192

7 Isaac Ruiz, WSB No. 35237

8 Kathryn M. Knudsen, WSB No.
9 41075

10 Ruiz & Smart, PLLC

11 1200 Fifth Avenue, Ste 1220

12 Seattle, WA 98101

13 Email: wsmart@ruizandsmart.com

14 Email: iruiz@ruizandsmart.com

15 Email: kknudsen@ruizandsmart.com

16 Attorneys for Plaintiffs

s/ Brian W. Esler

Brian W. Esler, WSB No. 22168

MILLER NASH LLP

Pier 70

2801 Alaskan Way, Ste 300

Seattle, WA 98121

Email: brian.esler@millernash.com

Attorneys for Defendant

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED, that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.



A handwritten signature in blue ink that reads "Thomas O. Rice".

THOMAS O. RICE
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Eastern District of Washington in the case of *J.C., et al. v. Temporary Housing,*
Inc., Case No. 2:21-cv-00174-TOR. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Eastern District of Washington for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____